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WHEREAS, this Agreement, effective as of the 1st day of January, 1978, by and between,

BOROUGH OF MATAWAN, a Municipal Corporation of the State of New Jersey

hereinafter referred to as "Borough" and;

POLICEMENS BENEVOLENT ASSOCIATION  
LOCAL NO. 179 BOROUGH OF MATAWAN, NEW JERSEY,

hereinafter referred to as "P.B.A. 179";

and designed to maintain and promote a harmonious relationship between the parties hereto and to establish an efficient - progressive public service.

WHEREAS, P.B.A. 179 had presented proof that it represents the Matawan Borough Police Department employees, exclusive of clerical help and special officers and,

WHEREAS, the Mayor and Council of the Borough of Matawan, by virtue thereof have recognized P.B.A. 179 as the sole and exclusive bargaining agent for all of the Matawan Borough Police Department exclusive of clerical help and special officers;

Now, therefore it is mutually agreed between the parties hereto the following terms shall become effective:

ARTICLE I  
RECOGNITION

Section 1. The Borough hereby recognize the P.B.A. 179 as the sole and exclusive bargaining agent for all employees now employed or to be employed by the Matawan Borough Police Department, exclusive of clerical help and special officers, in all those matters specifically provided for therein pertaining to wages and conditions of employment.

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Section 2. The bargaining unit shall consist of the Matawan Borough Police Department employees and members as set forth.

Section 3. Wherever used herein the terms "employees" or "Members" shall mean and be construed to be only Matawan Borough Police Department exclusive of special officers.

## ARTICLE II

### DURATION OF AGREEMENT

This Agreement, bargained for in good faith and mutual consideration exchanged between the Borough and P.B.A. 179, shall become retroactively effective January 1, 1978 and shall continue in force and effect for a scheduled effect for 2 years; 1978, 1979, thereafter effective in accordance with the salary scale and base salary increases and fringe benefits provisions as set forth specifically herein.

Section 1. The Borough shall annually, at the reorganization meeting in January of the calendar year, approve and ratify this Agreement, by resolution without modifications, deletions or omissions, unless there is exercised by the parties hereto the future bargaining provisions as to fringe benefits as set forth specifically herein.

Section 2. The P.B.A. 179 shall, through its membership and elected officers shall ratify this Agreement annually without modifications, deletions or omissions, unless there is exercised the future bargaining provisions as to fringe benefits as set forth specifically herein.

## ARTICLE III

Section 1. The following schedule of salaries shall be adopted for the calendar years 1978, 1979, and future establishment of base salary increases according to the formulas provided herein, according to the now existing Departmental Structure of the Matawan Borough Police Department Ordinance;

1977 Base

Chief of Police	\$20,671.62
Deputy Chief	19,446.23
Captain	As per 1975
Leutenant	17,476.88
Det. Sergeant	16,861.52
Sergeant	16,492.73
Detective	15,877.37
Patrolman 1	15,507.43
Patrolman 2	14,399.41
Patrolman 3	13,292.60
Patrolman (Probationary officers)	<u>12,307.35</u>

WHEREAS, in the year 1978 there shall be added to the base salary appearing herein the increase percentage of the cost of living according to the Cost of Living index in the New York Metropolitan Area for the preceding calendar year (1977); said percentage increase shall be computed on base salary for the calendar year 1977 and establishes the new base salary for the calendar year 1978.

WHEREAS, the base salaries for the succeeding calendar years<sup>\*</sup> (after 1978) shall be established in accordance with the above formula wherein the Cost of Living Index Increase for the preceding calendar year (1979) shall be the percentage used in establishing the new base salary for the succeeding calendar year.

WHEREAS, the parties hereto, shall append to this Agreement, the established base salary for the year 1978 in accordance with said formula specifically herein provided, together with a certified copy or Governmental publication setting forth the Cost of Living Increase in the calendar year 1979; and for the future calendar years for the duration of the contract; as per the within formula.

Section 2: Overtime. Overtime payment shall be computed at the rate of 1-1/2 times the hourly rate consistent with the employees salary in effect for straight time and shall be paid to all employees holding the rank of sergeant, detective, and below, under the following terms and conditions:

a) Overtime consisting of less than one half hour on any given work day, there shall be no payment made. However, in the event that the employee shall work beyond the first half hour, then in that event, the first half hour shall be paid at the rate of 1-1/2 times the hourly rate.

b) Any overtime of one half hour and over the employee shall receive time and a half.

c) Overtime payment shall be made for any local, County, Superior Court appearances, including Grand Jury and Administrative appearances. Said appearances are to be controlled and approved by superior officers, provided said appearance is not during the normal work shift.

d) All overtime payment must be approved by a superior officer.

e) An employee, having completed or prior to his regular scheduled work shift, who is called to headquarters or scene to perform police work, shall be guaranteed a minimum of four (4) hours of overtime, at time and a half, whether said employee's services are needed for the entire four (4) hour period. However, an employee, continuing work beyond the regular work day shall be compensated in accordance with preceding subsections determining overtime.

f) For the purpose of construing this agreement the parties recognize that police officers may be required as part of normal scheduling to work more than 40 hours in a given calendar week, and fewer than 40 hours for the next calendar week. Accordingly, overtime shall be computed only in the event of excess work performed beyond the scheduled hours, in the normal work schedule of the individuals.

#### ARTICLE IV LONGEVITY

Section 1. The longevity payments and schedule provided for in "An Ordinance to Amend the supplement an ordinance to Fix and Determine the

Salaries of the Police Department of the Borough of Matawan", Adopted April 20, 1970, which Amendment was adopted November 4, 1970, shall be rescinded and the Mayor and Council shall enact a new ordinance establishing the Longevity payments and schedule in accordance with the following formula, based upon the anniversary date of employment of each individual employee and his annual base salary:

SCHEDULE

5 years	2-1/2%	11 years	5-1/2%	17 years	8-1/2%
6 years	3%	12 years	6%	18 years	9%
7 years	3-1/2%	13 years	6-1/2%	19 years	9-1/2%
8 years	4%	14 years	7%	20 years	10%
9 years	4-1/2%	15 years	7-1/2%	21 years	10-1/2%
10 years	5%	16 years	8%	22 years	11%
23 years	11-1/2%				
24 years	12%				
25 years	12-1/2%				
26 years	13%				
27 years	13-1/2%				
28 years	14%				
29 years	14-1/2%				
30 years	15%				

ARTICLE V  
CLOTHING AND MAINTENANCE ALLOWANCE

Section 1. The clothing and maintenance shall be Three Hundred (\$300.00) Dollars per man after the first year of service. This amount shall be increased to \$450.00 in 1978 and shall remain at \$500.00 for the remainder of the contract term. All new uniform requirements will be supplied by the Borough of Matawan. Any change or addition to said uniform requirements shall be issued by the Borough, without cost to the employee.

Section 2. The cleaning (dry or wet) of said uniforms prescribed by the Police Department shall be assumed by the Borough of Matawan.

ARTICLE VI

HOLIDAYS - VACATIONS

Section 1. The Borough agrees to guarantee all members of the Police

Department the following holidays with full pay for eight (8) hours; at the employees regular straight time rate or pay though no work is performed on such days. Holidays are those declared as legal holidays by the United States of America and the State of New Jersey are those days wherein all commercial institutions and public and governmental employees do not engage in any service, which shall include and not be limited to:

New Years Day  
Washington's Birthday  
Good Friday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Section 2. In addition to the foregoing holidays each employee shall be entitled to three (3) personal days. Notice of Intention to exercise the personal days shall be given in writing to the Chief of Police 48 hours in advance of its use.

Section 3. Vacations, as set forth in Revised General Ordinance, Borough of Matawan, November 3, 1971 and in accordance with Departmental Scheduling is not applicable to P.B.A. 179 and amended, vacations to cover members of the Police Department rank and file in accordance with the years of service, regardless of rank and in accordance with Departmental Scheduling.

<u>Schedule</u>	<u>Vacation</u>
1-7 years	14 working days
7-15 years	21 working days
15-25 years	28 working days
25 years and over	35 working days

Section 4. Compensation for holiday; it is further agreed that where a holiday heretofore set forth in Section 1 falls (a) on a Departmentally Scheduled work day, the employee shall be compensated at a regular

straight time consistent with the salary in effect and not by a mandatory compensatory day off. However, in the event that the individual elects to take a compensatory day in lieu of payment of straight time, he shall give notice to a superior officer.

b) In the event that a holiday shall fall during a time when the employee is on extended sick leave (defined as physically or mentally unfit to work for a period of ten (10) consecutive days or more), the employee shall be compensated for the holiday at regular straight time consistent with his salary in effect and not with a mandatory compensatory day off. However, upon the resumption of work within the calendar year the employee shall have the option of electing to take a compensatory day in lieu of payment for the holiday upon notification to a superior officer.

## ARTICLE VII

### HOSPITALIZATION, DENTAL PLAN AND SICK LEAVE

Section 1. The Borough shall continue the present Health Program, providing Blue Cross and Blue Shield coverage, inclusive of Rider J for employees and eligible dependents; premiums to be paid by the Borough and in accordance with Chapter 421 Laws of New Jersey 1971 as approved.

Section 2. Sick leave, as set forth in Revised General Ordinances Borough of Matawan adopted November 3, 1971.

Section 3. The Borough shall enact enabling legislation based upon State Law extending hospital insurance, Blue Cross and Blue Shield, inclusive of Rider J, or a similar effective health insurance policy, for members of the Police Department after retirement. The cost of said insurance program to be paid by the Borough.

Section 4. The Borough shall provide for each employee and dependents a Dental Plan coverage through New Jersey Dental Plan; known as Plan 1A

(which specifically does not require a deductible) at the Borough's expense, however, in the event the cost of said plan increases about 10% in the year 1979, the employee shall be responsible for any increase above the initial 10% cost increase.

#### ARTICLE VIII

##### COLLEGE INCENTIVE BENEFIT

Section 1. The Borough, in order to provide a modern and efficient police department, shall provide a college credit incentive, to those employees who enroll, attend and work for a degree in the field of Criminal Justice or Criminal Science. The Borough shall provide \$20.00 per college credit hour. The Borough shall pay to an employee by way of additional salary the following:

\$500.00 for an Associate Degree in Criminal Justice or Criminal Science; \$750.00 for a Bachelor of Science Degree in Criminal Justice or Criminal Science, which shall become part of the individual officers base salary.

#### ARTICLE IX

##### POLICE BENEVOLENT ASSOCIATION CONVENTION ALLOWANCE

Section 1. The Borough shall allocate and pay the sum of \$300.00 per annum to P.B.A. Local 179 to defray the costs of the employee-delegates attendance at the annual convention.

#### ARTICLE X

##### DURATION OF AGREEMENT AND MODIFICATION

Section 1. This Agreement shall become effective as of January 1, 1978 and shall continue in force and effect for the scheduled period of two (2) years, i.e., 1978 and 1979, and thereafter in accordance with schedule of salaries as set forth in Article II, et seq.

Section 2. The Borough Council and P.B.A. 179 agree that they shall open formal negotiations for fringe benefits no later than July 31, 1979 for the calendar year of 1980.

Section 3. In the event negotiations for fringe benefits for the calendar year 1980, et seq fail to reach an accord or agreement, P.B.A. 179 shall make application to State of New Jersey Public Employment Relations Commission pursuant to N.J.A.C.19:16 et seq N.J.S.A. 3413a-16 et seq.

Section 4. If any Article or Section of this Agreement or any of the supplements or riders hereto should be upon review by any tribunal of competent jurisdiction be held invalid and upon exhausting of legal remedies, this Agreement may be rescinded or the Article or Section may be deleted and/or modified and negotiations shall be commenced within thirty (30) days notice.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers on this day of , 1977.

ATTEST

Madeleine H. Bucco  
MADELINE H. BUCCO  
Borough Clerk

BOROUGH OF MATAWAN

By Victor Armellino  
VICTOR ARMELLINO, Mayor

ATTEST

Bray Barnes  
Secretary

POLICEMENS BENEVOLENT ASSOC.

By Bray Barnes  
BRAY BARNEs, President  
P.B.A. 179